

Premier Markings Incorporated

Terms and Conditions 2010

- **Quotation:** A quotation not accepted within thirty (30) days is subject to review. All prices are based on material costs at the time of quotation.
- **Orders:** Orders regularly placed, verbal or written, cannot be cancelled except upon terms that will compensate printer against loss incurred in reliance of that order.
- **Experimental Work:** Experiments or preliminary work performed at the Customer's request will be charged for at current rates and may not be used until the printer has been reimbursed in full for the amount of the charges billed.
- **Creative Work:** Creative work, such as sketches, copy, dummies, and all preparatory work developed and furnished by the printer, shall remain his exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by the printer, and not expressly identified and included in the selling price.
- **Condition of Copy:** Upon receipt of original copy or manuscript, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.
- **Press Proofs:** Unless specifically provided in printer's quotation, press proofs will be charged for at current rates. An inspection sheet of any form can be submitted for Customer approval, at no charge, provided Customer is available at the press during the time of makeready. Lost press time due to Customer delay, or Customer changes and corrections, will be charged at current rates.
- **Over Runs and Under Runs:** Over runs or under runs not to exceed 10% on quantities ordered, or the percentage agreed upon, shall constitute acceptable delivery. Printer will bill for actual quantity delivered within this tolerance. If Customer requires guaranteed exact quantities, the percentage tolerance must be doubled.
- **Customer's Property:** The printer will maintain fire, extended coverage, vandalism, malicious mischief, and sprinkler leakage insurance on all property belonging to the Customer, while such property is in the printer's possession; printer's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual agreement.
- **Delivery:** Unless otherwise specified, the price quoted is for F.O.B. printer's platform. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Special priority pickup or delivery service will be provided at current rates upon Customer's request.
- **Production Schedules:** Production schedules will be established and adhered to by Customer

and printer, provided that neither shall incur any liability or penalty for delays due to fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of supplies or carriers, action of Government or civil authority and acts of God or other causes beyond the control of Customer or printer. Where production schedules are not adhered to by the Customer, final delivery date(s) will be subject to renegotiation.

- **Terms:** Payment shall be whatever was set forth in the quotation or invoice unless otherwise provided in writing. Claims for defects, damages or shortages must be made by the Customer in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and as admission

that they fully comply with terms, conditions, and specifications.

- **Liability:** Printer's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of agreement, printer shall have

the right, if necessary, to retain possession of and shall have a lien on all Customer property in printer's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance or guarantee of payment shall not affect such security interest and lien.